

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

AMERICAN TOWER CORPORATION,)
Plaintiff)
v.)
J.L.B. CONSTRUCTION, INC., 21st CAPITAL CORPORATION,)
PRIME COMMUNICATIONS LLC, AMF ELECTRICAL)
CONTRACTORS, INC., HEINZ CORPORATION, DANIEL)
WENESS CONSTRUCTION, WESTERN STATES TOWER LLC)
WEST CENTRAL CONSULTING SERVICES, INC.,)
STEWART ELECTRIC, INC., GLOBAL TOWER SERVICE)
ADVANCED LIGHTNING TECHNOLOGY, INC. and)
GULF COAST STEEPLEJACK,)
Defendants)

MEDIATION MEMORANDUM
WEST CENTRAL CONSULTING SERVICES INC. AND STEWART ELECTRIC INC.

Overview of Claim

Plaintiff entered into a contractual relationship with Defendant JLB regarding the construction of communications towers at twenty-two locations. Defendant JLB subcontracted with West Central Consulting Services, Inc. ("WCCS"). WCCS is a Texas corporation with a principal place of business in Hockley, Texas. WCCS subcontracted with Stewart Electric, Inc. ("Stewart"). Stewart is a Mississippi corporation with a principal place of business in Greenville, Mississippi.

Pursuant to their contracts, WCCS and Stewart completed certain tasks at two work sites in the state of Mississippi, known as the Sunflower site and the Cleveland site.

- **Plaintiff admits WCCS is owed \$61,405.00**
- **Plaintiff admits Stewart is owed \$9,316.12**

As set forth in their Counterclaim, WCCS and Stewart claim sums in excess of these amounts, due in part to ATC's negligence and mismanagement of the projects which caused WCCS and Stewart to incur additional costs.

Factual Background

A. Detail of Work WCCS and Stewart Performed

WCCS served as the general contractor for microwave tower upgrades at the Sunflower and Cleveland work sites. This work included plumb and tension of towers, maintenance and electrical upgrades, fencing, and testing. At the Sunflower site, Stewart dug the trenches, poured the concrete, drove the ground rods, welded the ground wires, and installed the electrical bases and wires. At the Cleveland site, Stewart dug up existing conduits and removed existing wire to install concrete slabs, anchor bolts, and new wiring. All the work WCCS and Stewart performed at the Sunflower and Cleveland work sites ultimately enured to Plaintiff's benefit.

B. Plaintiff's Negligence

Plaintiff paid certain funds to Defendant JLB and certain funds directly to other subcontractors involved in the same tower construction project as WCCS and Stewart. Plaintiff was negligent in the manner in which it made these payments. Plaintiff was also negligent in failing to supply the necessary materials for the work WCCS and Stewart were hired to perform on the communications towers. Further, because Defendant JLB was a former employee of Plaintiff, Plaintiff should have known that Defendant JLB was unfit to serve as the general contractor for an extensive nationwide tower project. Plaintiff failed to prevent Defendant JLB from mismanaging the tower project and mishandling funds.

C. 21st Capital Has No Legitimate Claim Against the Interpleader Funds

As appears from the pleadings, Defendant 21st Capital is asserting a cross-claim against a defaulted party, Defendant JLB. Defendant 21st Capital performed no actual work, it merely purchased claims at a discount from others, and therefore should be precluded from proceeding against the interpleader funds.

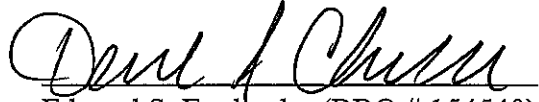
Conclusion

Plaintiff can easily accomplish its stated mediation goal to “ensure that the proper parties are paid appropriately for work actually performed” (Plaintiff’s Mediation Memorandum p. 17) by supplementing the funds already on deposit with the Court to compensate the only real parties in interest, WCCS, Stewart, and Prime Communications LLC.

Respectfully submitted,
West Central Consulting Services, Inc. and
Stewart Electric, Inc.

By their attorneys,

Date: May 2, 2005

A handwritten signature in cursive script, appearing to read "Edward S. Englander", written over a horizontal line.

Edward S. Englander (BBO # 154540)
Denise A. Chicoine (BBO # 564152)
ENGLANDER & CHICOINE P.C.
Two Newton Place, Suite 200
Newton, MA 02458-1633
Tel. (617) 964-5400

CERTIFICATE OF SERVICE

I, Denise A. Chicoine, hereby certify that I served the enclosed

**MEDIATION MEMORANDUM OF WEST CENTRAL CONSULTING SERVICES
INC. AND STEWART ELECTRIC INC.**

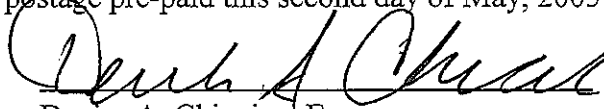
on counsel of record by sending a true copy of same to:

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via electronic delivery and first class mail postage pre-paid this second day of May, 2005


Denise A. Chicoine, Esq.